

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 Of 4		
2. Contract (Proc. Inst. Ident) No. DAAE20-03-D-0086		3. Effective Date 2003MAR17		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTT-S STEVE PERRY (309)782-1088 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA MARYLAND 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299		Code S2101A		
e-mail address: PERRYS2@RIA.ARMY.MIL		SCD C PAS NONE		ADP PT HQ0338			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) DANAHER TOOL GROUP EASCO HAND TOOLS INC 11011 MCCORMICK DRIVE SUITE 150 HUNT VALLEY MD 21031-0000 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
Code 08292 Facility Code			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified) Item 12 To The Address Shown In:				
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338		
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2013JAN30			15G. Total Amount Of Contract \$0.00				
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1		I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	4
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer CEAN HARTLEBEN HARTLEBENC@RIA.ARMY.MIL (309)782-3429			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2003MAR17	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0086 MOD/AMD	Page 2 of 4
Name of Offeror or Contractor: DANAHER TOOL GROUP		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 This is a ten-year Indefinite Delivery Indefinite Quantity (IDIQ) contract under the full and open award pool for Segment 1, Mechanical Maintenance Tool Kits.

A-2 This award is based on the terms and conditions of solicitation DAAE20-02-R-0193 and amendments 0003, 0004, 0006, 0007, 0008, 0011 0014 and 0016.

A-3 The award of a contract is not a guarantee that an order will be placed against the contract. The award only signifies that the awardee is eligible to compete for delivery orders pursuant to the fair opportunity to compete provisions. TACOM-RI will use the contracts awarded under this Segment, consistent with the fair opportunity to compete provisions, to fulfill its Segment 1 requirements unless otherwise exempted by law or regulation.

A-4 Delivery Orders will be competed in accordance with the fair opportunity to compete provisions in Section A, Paragraph A-4, Subparagraphs 1-5 of the solicitation. The fair opportunity to compete provisions are set forth below:

1. Fair Opportunity: Awardees within a given award pool will have a fair opportunity to compete for delivery orders placed within that pool. As requirements for delivery orders become known, TACOM-RI will determine whether the requirement should be competed among all awardees, restricted among the pool of small business awardees, or otherwise restricted pursuant to the exceptions to the fair opportunity to compete provisions. In determining whether a requirement should be restricted to the pool of small business concerns, TACOM-RI will apply what is commonly referred to as the "rule of two." See FAR 19.502-2(b).

2. When an order is competed, price and past performance will always be considered and technical and other factors may also be considered. Requirements for delivery orders may be competed on "go" "no-go" or trade-off considerations.

3. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. The designated Ombudsman is Major Mark Hicks (TACOM-Rock Island, Illinois), office symbol AMSTA-AQ-AR, (309)782-3224, email, hicksm@ria.army.mil. The ombudsman will review complaints from the contractors and ensure all contracts are afforded a fair opportunity consistent with the procedures in this contract.

4. In the event that a requirement for a delivery order is competed exclusively among small businesses and only one offeror meets the non-manufacturing rule, the contracting officer will issue the order to that offeror provided the price is fair and reasonable and all other technical and past performance considerations are met. The contracting officer will substantiate any determination regarding whether a price is fair and reasonable and will not consider a courtesy offer from a large business unless the contracting officer determines that the small business offer is unreasonable. In the event that the small business offer is unreasonable, the contracting officer may cancel the competition and compete the requirement among the full and open pool of awardees. Finally, a small business that is otherwise eligible for award may apply for a COC if the contracting officer determines that the small business is unable to meet the non-manufacturers rule.

5. Exceptions to the Fair Opportunity Procedures: TACOM-RI need not compete a delivery order when:
(i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
(ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; or
(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

A-5 The dates of the ordering periods (OP) covered by this contract are as follows:

ORDERING PERIOD 1: AWARD DATE - 30 JAN 2004
ORDERING PERIOD 2: 1 FEB 2004 - 30 JAN 2005
ORDERING PERIOD 3: 1 FEB 2005 - 30 JAN 2006
ORDERING PERIOD 4: 1 FEB 2006 - 30 JAN 2007
ORDERING PERIOD 5: 1 FEB 2007 - 30 JAN 2008
ORDERING PERIOD 6: 1 FEB 2008 - 30 JAN 2009
ORDERING PERIOD 7: 1 FEB 2009 - 30 JAN 2010
ORDERING PERIOD 8: 1 FEB 2010 - 30 JAN 2011
ORDERING PERIOD 9: 1 FEB 2011 - 30 JAN 2012
ORDERING PERIOD 10: 1 FEB 2012 - 30 JAN 2013

A-6 The minimum guaranteed quantity of 600 EA for CLIN 0001AA referenced on page 8 of the solicitation has been changed from 600 EA to 50 EA. The minimum order quantity for CLIN 0001AA in paragraph (a) of the Order Limitations clause number 52.216-19 on page 35 of the solicitation has been changed from 150 EA to 1 EA.

A-7 The performance risk ratings on page 77 of the solicitation are hereby amended to add the following "Low Risk" Rating:

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Low Risk: Based on the offeror's past performance, little doubt exists that the offeror will successfully perform the required effort.

A-8 All other terms and conditions in solicitation DAAE20-02-R-0193, if applicable, and amendments 0003, 0004, 0006, 0007, 0008, 0011, 0014, and 0016 have been agreed to and are incorporated into this contract. The Government reserves the right to issue a delivery order based on Danaher Tool Group's proposal dated 16 October 2002 as revised 19 November 2002 and 10 February 2003, provided it does so within 90 days of the execution of this agreement. The Government also reserves the right to conduct further negotiations with Danaher Tool Group and any other members of this award pool relative to the requirements of the Small Arms Repairman Tool Kit prior to issuing an order.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: DANAHER TOOL GROUP

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SOLICITATION DAAE20-02-R-0193 AND AMENDMENTS 0003, 0004, 0006, 0007, 0008, 0011, 0014, AND 0016			